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Debtor In Pro Per

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

Case No. 22-50907

Chapter 7

In Re VINH NGUYEN,
Debtor

**DECLARATION OF VINH NGUYEN
IN SUPPORT OF EX PARTE MOTION
TO REOPEN CASE TO ALLOW DEBTOR
FILE A MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

[11 U.S.C. § 350(b); FRBP 5010]

Judge: Hon. M. Elaine Hammond

My name is Vinh Nguyen aka Vince Nguyen, I am the debtor in this Chapter 7 Case from its commencement. I familiar with the events surrounding the subject case. If called to testify, I will be able to competently and confidently testify just as I declare herein. I hereby declare:

1. On 10/04/2022, when I was a co-owner of the real property located at 12329 Kosich Place, Saratoga, CA 95070 ("Property"), I petitioned for Chapter 13, which was later converted to Chapter 7, in this court.

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DECLARATION OF VINH NGUYEN IN SUPPORT OF MOTION TO REOPEN CASE
TO ALLOW DEBTOR FILE A MOTION TO ENFORCE SETTLEMENT AGREEMENT

2. On 01/11/23, in the subject Chapter 7 case, I, together with other interested people, entered into a Global Settlement Agreement (“Settlement Agreement”) with secured creditor Paul Nguyen (“Mr. Paul”), and others. Attached as **Exhibit 1 (in Exhibits in support)** is a true and correct copy of the Global Settlement.

3. Clause 17 in the Settlement Agreement provides:

“... Upon receipt of the Creditor Proceeds, the Claims shall be deemed withdrawn for all purposes. No later than three (3) business days after Creditor receives the Creditor Proceeds, he shall (a) withdraw any and all Notices related to the Residence..., and any others that are not listed...”

4. Before the dispute came to this court, and while the Property in subject had been in his foreclosure process, Mr. Paul and his foreclosing trustees have recorded a number of notices such as Notice of Default, Notice of Trustee Sale, etc., on the Property.

5. Back to present, the Creditor Proceeds was delivered to Mr. Paul on 01/18/23.

6. After the money was delivered to Mr. Paul as provided in the Settlement Agreement, in a few times, my then lawyer Arasto Farsad has requested Mr. Paul to issue the withdrawals as provided in Clause 17. No definite answer was received.

7. As of today, the said notices still show on the title of the Property. Under this circumstance, it appears the only approach available is a motion to enforce settlement agreement.

8. On 12/11/23, I was substituted in as In Pro Per. (**Case 22-50907 Docket, Doc # 230**).

9. Being In Pro Per, on the same day 12/11/23, I promptly filed a Notice to File Motion to Enforce Settlement Agreement. (*Id.*, **Doc # 232.**)

10. Coincidentally on the same day 12/11/23, the Court posted the Final Decree to close the case (*Id.*, **Doc # 231**).

11. I am now seeking the reopening of the subject case, for the Motion to Enforce Settlement Agreement to be filed.

Under penalty of perjury on the laws of the United States and of the State of California, I declare that the foregoing are the truth, except on the items designated “on information and belief” that are the best of my knowledge and/or memory.

Executed in San Jose, December 21, 2023.

/s/Vinh Nguyen
Vinh Nguyen